

DECEMBER 31, 2003

CONTRACT PERIOD THROUGH ~~DECEMBER 31, 2001~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **LEGISLATIVE SERVICE PROVIDERS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **December 15, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/~~mab~~ lc
Attach

Copy to: Clerk of the Board
Monica Mendoza, Materials Management
Diane Sikokis, County Administration Office

M A R I C O P A C O U N T Y

**INVITATION OF REVIEW OF QUALIFICATIONS FROM LEGISLATIVE
SERVICES PROVIDERS**

I. INTRODUCTION

Maricopa County has determined it to be in its best interest to retain additional legislative representative(s) under contract to assist the County with regard to legislative matters that do or may impact the County. The County intends to supplement the efforts of the Government Relations and Communications Office (the "Office"), the outside lobbyists currently retained under contract to represent the Maricopa County Board of Supervisors, and other county employees and elected officials at the Legislature. Accordingly, the County intends to enter into agreements with one or more competent individuals and/or firms (each a "Lobbyist") who will serve as an authorized public lobbyist for the County and will provide legislative services at an amount and according to the terms fixed by the agreement.

To the maximum possible extent, the County strives to address the technical aspects of legislation and issues impacting the County through the use of County staff. The County organization includes many well-qualified experts in their fields. Accordingly, we are principally seeking strategic legislative expertise, rather than technical issue expertise, from our supplemental contract legislative representative(s). We are seeking applicants that possess a unique combination of in-depth knowledge of the legislative process, individual state elected officials, including especially gubernatorial or legislative leadership, and legislative staff; extensive legislative experience; and proven communications/public relations skills that will produce solid, useful and insightful recommendations for the development and furtherance of successful county legislative strategies on priority issues.

As outlined below, the County shall accept proposals based on (a) payment of a fixed retainer for each year of the contract term for services rendered, inclusive of out-of-pocket costs, or (b) payment of an hourly rate for services rendered during the contract term, exclusive of out-of-pocket costs. If the proposed hourly rate is exclusive of out-of-pocket costs, please note that any expenses must be pre-approved and will be capped at an amount to be negotiated. The County anticipates that any contracts awarded will most likely be based on a fixed retainer inclusive of costs.

Letters of interest and statements of qualifications are invited from those individuals and firms who are able to and interested in serving Maricopa County in this capacity.

II. SERVICES REQUESTED

The services requested will include at a minimum:

(1) Serving in the capacity of a liaison between the County, the Arizona State Legislature, the Governor of the State of Arizona, and specified state agencies, under the direction of the Government Relations and Communications Director (the "Director"), the County Administrative Officer (CAO) and the five-member Maricopa County Board of Supervisors, for the purpose of communicating the County's position on specific issues and receiving useful information from outside parties on those issues.

In this capacity, Lobbyist should expect to receive assignments from the Director or the Director's designee to provide strategic advice, direction and recommendations and prepare, pursue, monitor, track and/or lobby for or against legislative proposals within those subject areas specified in the agreement. In addition, Lobbyist shall be directed to attend hearings, meetings and other gatherings where legislation or issues which may impact the County are to be developed, discussed or negotiated and report to the County through the Director on the status of such legislation or issue. Lobbyist shall report to, seek guidance from, and make recommendations to the Director or the Director's designee as to positions that are to be advanced on behalf of the County on specific issues, legislative bills, proposed amendments thereto, and on all other related matters.

The primary subject areas include (1) the multi-billion dollar national tobacco settlement issue and all related health care aspects, (2) state financial and budget issues that have a potential impact on Maricopa County government operations and finances, (3) planning and zoning and land use issues including "Growing Smarter" Commission recommendations, (4) state-local taxation issues that could affect this County financially, (5) general government, and (6) county public official responsibilities, powers and duties.

(2) Coordinating the efforts set forth above with others assigned to similar tasks on behalf of the County, including the Director and staff of the Government Relations and Communications Office, the County Administrative Officer, other retained representatives, or other representatives of the County designated by the Director to assist with a particular legislative effort or related issue. Lobbyist shall also, at the Director's direction, prepare and present status reports to the Director, the County Administrative Officer and the Board of Supervisors, at the direction of the Director.

(3) Complying with all County procedures for billing and accounting for the cost of services performed and maintaining records pertaining to the financial and performance aspects of the agreement.

(4) Agreeing not to engage in private litigation against the County or accepting other legislative representation that is or may reasonably be expected to conflict with the County's legislative positions without first obtaining written permission to do so from the office the County Attorney, in the case of private litigation, or the Director, in the case of legislative representation, as applicable.

HIGHGROUND INC, 245 W ROOSEVELT STREET, SUITE A, 830 N. 4TH AVE., PHOENIX, AZ, 85003

Terms:	Net 30
Vendor Number:	860812538 A
Federal Tax ID Number:	86-0812538
Contact Person:	Douglas Cole, Vice-President
Telephone Number:	(602) 528-3684
Fax Number:	(602) 528-3686
Contract Period:	To cover the period ending December 31, 2001. December 31, 2003